United States District Court
Southern District of Texas
ENTERED
December 08, 2016
David J. Bradley, Clerk

UNITED STATES DISTRICT
WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION

KENNETH L. PEREGO, II, individually and on behalf of his minor son, KENNETH L. PEREGO, III and WENDY PEREGO	CIVIL ACTION NO. 16-CV-00630
VERSUS	CHIEF JUDGE DRELL
CROSSROADS REGIONAL HOSPITAL, LLC OF LOUISIANA (incorrectly named as ACADIA HEALTHCARE COMPANY, INC.)	MAGISTRATE JUDGE PEREZ-MONTES

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AGREED PROTECTIVE ORDER

It is hereby ordered by the Court that nonparty The Menninger Clinic ("Menninger") shall produce any "test data" (as the term is defined under Texas Administrative Code § 465.1) regarding Kenneth Perego, III subpoenaed by Crossroads Regional Hospital, LLC of Louisiana that is subject to Texas Administrative Code § 465.22(c)(4). The following procedures shall govern the production and exchange of any and all test data produced by nonparty Menninger in *Kenneth L. Perego, II, et al v. Crossroads Regional Hospital, LLC of Louisiana*, No. 16-CV-00630 (W.D.L.A.) (the "Perego Action").

1. This Agreed Protective Order ("Order") governs all Parties presently named or later joined to the Perego Action and any third parties otherwise involved in the Perego Action, and any party that executes Exhibit A to this Order.

2. As used in this Order, Texas Administrative Code § 465.1 defines "test data" as "testing materials, test booklets, test forms, test protocols and answer sheets used in psychological testing to generate test results and test reports."

3. Any test data obtained from Menninger involves the disclosure of confidential information. Therefore, this Order is entered to protect against unauthorized disclosure of any such information and to ensure that such information will be used only for purposes of the Perego Action. This Order shall govern all use of test data obtained from Menninger (whether in writing, in electronically readable form, or otherwise), including but not limited to all copies, excerpts, and summaries thereof or materials derived therefrom.

4. All test data disclosed by Menninger shall be marked with the "**CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER**" legend. All copies, excerpts, and summaries thereof authorized pursuant to this Order shall retain the "**CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER**" legend.

5. Except with the prior consent of Menninger or upon prior order of a court of competent jurisdiction, all test data obtained from Menninger shall not be disclosed except in accordance with the terms, conditions, and restrictions of this Order. The Parties (and all third parties executing Exhibit A) shall not, except with the prior consent of Menninger or by order of the Court, use the test data obtained from Menninger for any purpose, including, without limitation, any business or commercial purpose, other than for the purpose of preparing for and conducting the litigation in the Perego Action and any appellate proceedings arising from the Perego Action, and disclosure of the test data obtained from Menninger shall be limited to the extent reasonably necessary for the prosecution, defense, and/or appeal of the Perego Action.

6. Except with the prior consent of Menninger or upon prior order of this Court, the test data obtained from Menninger shall not be disclosed directly or indirectly by the person

receiving such material to persons other than the following persons, as to whom disclosure shall be limited to the extent reasonably necessary for the prosecution, defense, and/or appeal of the Perego Action:

(a) The Court, the jury, trial witnesses, persons employed by the Court, and stenographers transcribing the testimony or argument at any hearing, trial, or deposition in this action or any appeal therefrom;

(b) In-house and outside counsel for the parties and counsel's employees, and outside copy services;

(c) Experts, consultants, translators/interpreters and/or investigators retained, employed, or informally consulted by counsel in connection with the prosecution, defense, and/or appeal of this action, including their secretarial and clerical employees who are assisting in the prosecution, defense, and/or appeal of this action;

(d) Litigation consulting services, document management services, graphic services, mock jury members, and jury consultants, that are assisting counsel in the prosecution, defense, and/or appeal of this action;

(e) Third Party deponents, but only after the deponent executes Exhibit A to this Agreement. Third Party deponents are not permitted to retain a copy of the test data obtained from Menninger; and

(f) The Parties and the officers and employees of any party solely for the purpose of prosecuting, defending, and/or appealing this litigation.

7. Any person identified under Paragraphs 6(b), 6(c), 6(d), 6(e), and 6(f) that is given access to test data obtained from Menninger, shall prior to being given any such material, be informed of the provisions of this Order, read this Order, and execute a sworn acknowledgement, in the form annexed hereto as Exhibit A, indicating that he/she has read this Order and will abide by its terms. The original of such sworn statements shall be retained by counsel for each party who intends to or does provide such persons any such material, until the conclusion of this action, including all appeals. The Parties agree

not to use these statements for any purpose other than monitoring and enforcing compliance with this Order.

8. Any person receiving any test data obtained from Menninger shall not disclose such information to any person who is not entitled to receive such information under this Order. If any test data obtained from Menninger is disclosed to any person other than in the manner authorized by this Order, the person responsible for the disclosure must immediately bring all pertinent facts relating to such disclosure to the attention of counsel for all parties and for Menninger, and, without prejudice to other rights and remedies of any party, make a reasonable good faith effort to retrieve such material and to prevent further disclosure by it or by the person who received such information.

9. Test data, and any copies, excerpts, or summaries thereof or materials derived therefrom may only be filed in the Perego Action, and all test data and all portions of pleadings, motions, exhibits, or other papers filed in the Perego Action that disclose test data or any copy, excerpt, summary, or potion, thereof, shall be filed in redacted form, with all test data redacted along with an unredacted copy filed under seal with the clerk of such court (if required) and kept under seal until further order of such court.

10. To the extent unredacted pleadings, motions, or other papers containing test data obtained from Menninger are submitted in the Perego Action, but not electronically filed under seal, the pleadings, motions, exhibits, or other papers containing such test data shall be placed in sealed envelopes or other appropriately sealed containers.

11. In the event that any of the test data obtained from Menninger is used in the Perego Action or any appeal therefrom, such use shall not alter the confidential nature and treatment of the test data obtained from Menninger or the obligations of any party or third

party under this Order. Counsel shall confer on such procedures as are necessary to protect the confidentiality of the test data obtained from Menninger if used in the course of any court proceedings or appeal, prior to using the test data obtained from Menninger in such proceedings in any manner other than is explicitly provided for in this Order.

12. All provisions of this Order restricting the use of the test data obtained from Menninger shall continue to be binding after the conclusion of the Perego Action, including all appeals, until further order of this Court, unless otherwise agreed in writing. Any and all originals and copies, excerpts, and summaries of the test data shall either be returned to Menninger or destroyed within sixty (60) days after a final, non-appealable judgment herein or settlement of this action. Any party possessing the test data obtained from Menninger shall certify in writing that all such documents have been returned or destroyed upon request by Menninger. Notwithstanding anything in this paragraph, outside counsel for the parties may retain one copy of each pleading, trial exhibit, deposition exhibit, work product, and transcript embodying the test data obtained from Menninger for archival purposes only, but shall destroy or return all additional copies of such documents, pleadings, trial exhibits, deposition exhibits, work product, and transcripts.

13. This Order shall be fully applicable to materials produced by or depositions taken of nonparties who agreed to be bound by the provisions of this Order.

14. This Court retains jurisdiction subsequent to settlement or entry of judgment to enforce the terms of this Order.

15. This Order is enforceable between the Parties, as well as by Menninger, when entered by Court.

SIGNED December 8, 2016.

VANESSA D. GILMORE
UNITED STATES DISTRICT JUDGE

EXHIBIT A

UNITED STATES DISTRICT
WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION

KENNETH L. PEREGO, II, individually and on behalf of his minor son, KENNETH L. PEREGO, III and WENDY PEREGO

CIVIL ACTION NO. 16-CV-00630

VERSUS

CHIEF JUDGE DRELL

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MAGISTRATE JUDGE PEREZ-MONTES

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ACKNOWLEDGEMENT

The undersigned hereby acknowledges and agrees to the following terms and conditions:

I have read the Agreed Protective Order ("Order") dated _________________, 2016, in the above-captioned matter and understand its contents.

I am fully familiar with and agree to comply with, and be bound by, the provisions of that Order.

I will not disclose the any test data (as the term is defined in the Order), or any copies, excerpts, or summaries thereof or materials derived therefrom to any person who is not permitted to have access to such materials pursuant to the Order.

I will not use the test data, or any copies, excerpts, or summaries thereof or materials derived therefrom for any purpose whatsoever other than in connection with the Perego Action (as defined in the Order) or its potential resolution through business negotiations between the parties.

I understand that a violation of this undertaking could be punishable as a contempt of court, and I hereby submit to the jurisdiction of the United States District Court for the Southern District of Texas for purposes of enforcement of the Order and this Acknowledgement.

Date: _________________

Signature: ___________________________